

EASEMENT

JUN 2 11 54 AM 1972
 KNOW ALL MEN BY THESE PRESENTS, That The Washburn Land Company
 for and in consideration of the sum of ONE DOLLAR
 and other valuable consideration to him, it or them, paid by South Suburban Sanitary District of Klamath
 County, Oregon, do hereby grant to the said South Suburban Sanitary District of Klamath County,
 Oregon, its successors and assigns, an easement for a sewer in and across the following described real
 estate, situate, lying and being in Klamath County, Oregon, and more particularly described as follows:

A strip of land 10' in width along the following described center line;
 Beginning at a point 5' easterly of the N.W. corner on the northerly
 boundary of Klamath County tax lot #201, lying wholly in the S.W. 1/4
 of the N.W. 1/4 of Sec. 10, T 39S, R 9 E.W.M., thence in a straight line
 located 5' easterly and parallel to the westerly boundary of said lot
 for a distance of 133.44 more or less, and ending at a point 5' easterly
 of the S.W. corner of said lot on the southerly boundary.

together with the right to use so much of the adjoining land as is reasonable and necessary in
 connection with the original construction of the sewer.

The foregoing easement is made, executed and delivered to the grantee herein upon the following
 express terms and conditions, to-wit:

1. The grantee agrees to indemnify and save harmless the grantor from and against any damage,
 loss, cost and expense, which the grantor may sustain resulting directly or indirectly in any manner from
 the use of said premises and/or the construction, maintenance, use and/or location of the said sewer in
 and across said premises.
2. The grantee, and the agents and employees of the grantee, shall have the privilege of entering
 upon said premises for the purpose of making necessary repairs to or changes to said sewer.
3. The said sewer shall be placed underground in the usual manner and grantee agrees to
 replace the surface of the ground above the sewer in substantially its present condition and repair or
 replace any damaged facilities, and agrees that grantor shall have full and unrestricted use of the
 surface of said ground except during the period of sewer construction and during the period of any
 repairs that may be necessary. Said surface shall be replaced in approximately its present condition
 following such repairs.

IN WITNESS WHEREOF, said The Washburn Land Company

has or have caused this Easement to be executed, and (if a corporation) its corporate seal, affixed,
 this 31st day of May, 1972.

WASHBURN LAND CO., an Oregon Corporation

Thomas S. Landrum Pres.

STATE OF OREGON,
 County of Klamath ss.

Personally appeared the above-named Francis S. Landrum

known to me to be the identical person

described in the foregoing instrument, and acknowledged the foregoing instrument to be his

voluntary act and deed.

Before me this 31st day of May, 1972

NOTARY PUBLIC FOR OREGON

My commission expires May 10, 1976

Return to So. Sub. San. Dist.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of So. Sub. San. Dist.

this 2nd day of June, A. D., 1972, at 11:25 o'clock A. M., and duly recorded in

Vol. M 72, of Deeds on Page 5873

WM. D. MILNE, County Clerk

Fee 2.00

By

Wm. D. Milne